

CARLA A. McCAULEY (State Bar No. 223910)
carlamccauley@dwt.com
DAVIS WRIGHT TREMAINE LLP
865 South Figueroa Street, 24th Floor
Los Angeles, California 90017-2566
Tel.: (213) 633-6800 Fax: (213) 633-6899

ROBERT D. BALIN (*pro hac vice* pending)
robbalin@dwt.com
LACY H. KOONCE, III (*pro hac vice* pending)
lancekoonce@dwt.com
SAMUEL BAYARD (*pro hac vice* pending)
samuelbayard@dwt.com
GEORGE WUKOSON (*pro hac vice* pending)
georgewukoson@dwt.com
DAVIS WRIGHT TREMAINE LLP
1633 Broadway
New York, New York 10019
Tel.: (212) 489-8230 Fax: (212) 489-8340
ATTORNEYS FOR PLAINTIFFS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHINA CENTRAL TELEVISION, a China
company; CHINA INTERNATIONAL
COMMUNICATIONS CO., LTD., a China
company; TVB HOLDINGS (USA), INC., a
California corporation; and DISH
NETWORK L.L.C., a Colorado limited
liability company,

Plaintiffs,

vs.

CREATE NEW TECHNOLOGY (HK)
LIMITED, a Hong Kong company; HUA
YANG INTERNATIONAL TECHNOLOGY
LTD., a Hong Kong company; SHENZHEN
GREATVISION NETWORK
TECHNOLOGY CO. LTD., a China
company; CLUB TVPAD, INC., a California
corporation; BENNETT WONG, an
individual; ASHA MEDIA GROUP INC.
d/b/a TVPAD.COM, a Florida corporation;
AMIT BHALLA, an individual;
NEWTVPAD LTD CO. a/k/a TVPAD USA,
a Texas corporation; LIANGZHONG ZHOU,
an individual; HONGHUI CHEN d/b/a e-
Digital, an individual; JOHN DOE 1 d/b/a
BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN
DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV;
JOHN DOE 5 d/b/a GANG YUE; JOHN
DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7
d/b/a GANG TAI WU XIA; and JOHN DOES
8-10,

Defendants.

Case No.

CV 15-1869 MMM (AJWx)

**[PROPOSED] CONSENT
JUDGMENT AND
PERMANENT INJUNCTION**

1 WHEREAS, Plaintiffs China Central Television (“CCTV”), China
2 International Communications Co., Ltd. (“CICC”), TVB Holdings (USA), Inc.
3 (“TVB (USA)”), and DISH Network L.L.C. (“DISH”) (collectively, “Plaintiffs”), on
4 the one hand, and Defendants newTVpad Ltd. Co. d/b/a newtvpad.com a/k/a TVpad
5 USA and Liangzhong Zhou (collectively, “Defendants”), on the other hand, have
6 agreed in a separate confidential agreement to settle the matters in issue between
7 them and have further stipulated to entry of this Consent Judgment and Permanent
8 Injunction, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
9 **FOLLOWS:**

10 Any findings of fact or conclusions of law herein are made only as to the
11 parties to this Consent Judgment and Permanent Injunction.

12 **Findings of Fact and Conclusions of Law**

13 1. Plaintiffs bring claims against Defendants for (1) secondary copyright
14 infringement under the copyright laws of the United States, 17 U.S.C. § 101 *et seq.*;
15 (2) federal trademark infringement and unfair competition under the Lanham Act, 15
16 U.S.C. § 1125(a); (3) common law trademark infringement and unfair competition;
17 (4) and violation of California Business and Professions Code § 17200, *et seq.*

18 2. This Court has jurisdiction over Plaintiffs and Defendants in this action
19 and over the subject matter in issue based on 28 U.S.C. §§ 1331, 1338 and 17 U.S.C.
20 § 101 *et seq.* and 15 U.S.C. § 1051 *et seq.* with supplemental subject matter
21 jurisdiction under 28 U.S.C. § 1367. This Court further has continuing jurisdiction
22 to enforce the terms and provisions of this Consent Judgment and Permanent
23 Injunction. Venue is also proper in this Court pursuant to 28 U.S.C. §§ 1391(b)(and
24 1391(c), as well as 28 U.S.C. § 1400 (b).

25 3. Plaintiff China Central Television (“CCTV”) is a state-owned company
26 existing under the laws of the People’s Republic of China with its principal place of
27 business in Beijing, China. CCTV is China’s most influential television program
28 producer, creating and broadcasting a wide variety of television programs, including

1 news, dramas, comedies, sports, documentaries, and entertainment programming.
2 CCTV has 42 television channels. Its flagship over-the-air channels in China are
3 CCTV1 through CCTV14. CCTV owns the copyrights to a large number of
4 television programs, including highly successful programs such as Star Walk, Art
5 Life, and Across the Strait. CCTV television channels are broadcast in mainland
6 China, and certain CCTV television channels and programs are licensed for
7 international distribution.

8 4. Plaintiff China International Communications Co., Ltd. (“CICC”) is a
9 state-owned company existing under the laws of the People’s Republic of China
10 with its principal place of business in Beijing, China. CICC is an indirect wholly
11 owned subsidiary of CCTV. CICC is responsible for, among other things, licensing
12 and distributing CCTV programming in the United States.

13 5. Plaintiff TVB Holdings (USA), Inc. (“TVB (USA)”) is a corporation
14 organized under the laws of the State of California with its principal place of
15 business in Norwalk, California. TVB (USA) is a wholly owned indirect subsidiary
16 of TVB, a Hong Kong company that is the largest producer of Cantonese-language
17 television programming in the world. TVB (USA) distributes and licenses TVB
18 television programming in the United States. TVB (USA)’s ultimate parent
19 company, TVB, operates five over-the-air television channels—Jade, J2, Jade HD,
20 iNews (Cantonese), and Pearl (English)—and 13 pay TV channels in Hong Kong.
21 TVB also has operations in Taiwan, owning the popular TVBS, TVBS-News, and
22 TVBS-G channels.

23 6. Plaintiff DISH Network L.L.C. (“DISH”) is a limited liability company
24 organized under the laws of the State of Colorado with its principal place of business
25 in Englewood, Colorado. DISH is the nation’s third-largest pay television service,
26 delivering video services to approximately 14 million customers nationwide through
27 both satellite and Internet platforms.
28

1 7. Defendant newTVpad Ltd. Co. d/b/a newtvpad.com a/k/a TVpad USA
2 is a corporation organized under the laws of Texas with its principal place of
3 business in Dallas, Texas, and has sold TVpads to residents of the County of Los
4 Angeles.

5 8. Defendant Liangzhong Zhou is a resident of Dallas, Texas-who has sold
6 TVpads to residents of the County of Los Angeles.

7 9. CCTV is the legal and/or beneficial owner of all right, title, and interest
8 in the copyrights of certain television programs and broadcasts created by or for it for
9 public performance and/or distribution. As CCTV's television programs are foreign
10 works, registration with the United States Copyright Office is not a prerequisite to
11 filing a copyright infringement action with respect to them. 17 U.S.C. §§ 101,
12 411(a). A list of representative CCTV television programs is attached hereto as
13 **Exhibit A**, and copies of the certificates of registration for those programs are
14 attached as **Exhibit B**.

15 10. Certain CCTV television channels and programs that originally air in
16 mainland China are distributed in the United States as part of a package of television
17 channels called the "Great Wall Package." CCTV's Great Wall Package consists of
18 programming from 22 Chinese television channels including the following CCTV
19 channels: CCTV-4; CCTV-E; CCTV-Entertainment; CCTV-News; CCTV-Movies;
20 and CCTV-Opera (collectively, the "CCTV U.S. channels"). Plaintiff CICC
21 distributes the Great Wall Package in the United States through three authorized
22 distribution partners, including Plaintiff DISH.

23 11. TVB (USA) is the exclusive licensee in the United States of certain
24 programming owned by TVB and/or TVB's wholly owned subsidiary, TVBO
25 Production Limited ("TVBO"), for certain media. As TVB and TVBO's television
26 programs are foreign works, registration with the United States Copyright Office is
27 not a prerequisite to filing a copyright infringement action with respect to them. 17
28 U.S.C. §§ 101, 411(a). A list of representative TVB television programs is attached

1 hereto as **Exhibit C**, and copies of the certificates of registration for those programs
2 are attached as **Exhibit D**.

3 12. Certain TVB television programs and TVB channels that originally air
4 in Hong Kong and Taiwan are distributed by TVB (USA) in the United States under
5 license from TVBO and/or its affiliate TVBI Company Limited, including the
6 following channels: TVB1; TVB2; TVBe; TVB Pearl; TVBHD; TVB8; TVB
7 Drama; TVBS; Jade SF; Jade NY; and Jade LA (collectively, the “TVB U.S.
8 channels”). TVB (USA)’s most popular television package is called the “Jadeworld”
9 Package, which includes TVB1, TVB2, TVBe, and TVBS.

10 13. DISH’s primary service is satellite television, which DISH provides to
11 subscribers in the United States in return for subscription fees. Separately, DISH
12 offers OTT television services through, *inter alia*, “Sling International,” an OTT
13 streaming service that provides international television programming on numerous
14 viewing devices including Apple iPhones and iPads, Android phones and tablets,
15 Samsung Smart TVs and Blu-Ray devices, Amazon Fire, personal computers, and
16 the Roku Streaming Player.

17 14. Under a license agreement, DISH owns the exclusive right to retransmit
18 CCTV’s Great Wall Package of television channels and programs in the United
19 States via satellite, and also has a non-exclusive right to distribute CCTV’s Great
20 Wall Package of television channels and programs over the Internet (including OTT)
21 in the United States. In return for monthly subscription fees, DISH offers its United
22 States subscribers access to the Great Wall Package.

23 15. Under a license agreement, DISH owns the exclusive rights to
24 retransmit certain TVB U.S. channels and the TVB programs via satellite in the
25 United States and via OTT television services in the United States, except for video-
26 on-demand content. In return for monthly subscription fees, DISH offers its United
27 States subscribers access to TVB programming through the Jadeworld Package.
28

1 16. Plaintiffs are the legal and beneficial owners of exclusive rights to
2 exploit copyrighted CCTV and TVB television programming in the United States.
3 Among the bundle of rights afforded Plaintiffs under United States copyright law is
4 the exclusive right to “perform the copyrighted work publicly.” 17 U.S.C. § 106(4).
5 This includes the exclusive right “to transmit or otherwise communicate a
6 performance or display of” Plaintiffs’ copyrighted television broadcasts and
7 programs “to the public by means of any device or process whether the members of
8 the public capable of receiving the performance or display receive it in the same
9 place or in separate places and at the same time or at different times.” *Id.* § 101.

10 17. This copyright and trademark infringement action arises out of a global
11 television service (the “TVpad Retransmission Service”) provided to customers over
12 the “TVpad” set-top box (the “TVpad Device”). The TVpad Device uses certain
13 software applications, or “Apps,” that without authorization or permission from
14 copyright owners stream intercepted television programming over the Internet to
15 United States users of the TVpad device, twenty-four hours a day, seven days a week
16 (the “Infringing TVpad Apps”). For a one-time, up-front payment to purchase the
17 TVpad device, TVpad customers in the United States receive unlicensed television
18 channels and television programs from China, Hong Kong, Taiwan, and other Asian
19 countries, including CCTV and TVB programming.

20 18. The TVpad Retransmission Service works in part by means of a peer-
21 to-peer network, through which TVpad users not only receive unauthorized streams
22 of CCTV and TVB programming in the United States, but also simultaneously
23 retransmit that programming to large numbers of other TVpad users in the United
24 States. The retransmissions of CCTV and TVB programs by TVpad users constitute
25 infringing performances of Plaintiffs’ copyrighted works. The TVpad
26 Retransmission Service also directly streams CCTV and TVB programs to U.S.
27 TVpad users from servers located in the United States and elsewhere.
28

1 19. Defendants advertise, sell, distribute and promote the TVpad device,
2 the TVpad Retransmission Service and the Infringing TVpad Apps in the United
3 States. Defendants are part of the international distribution network for the TVpad
4 Retransmission Service. Defendants have actual and constructive knowledge that
5 the TVpad Retransmission Service infringes CCTV and TVB copyrighted
6 programming and have taken affirmative steps to aid, materially contribute to,
7 promote, foster, and induce infringing public performances of CCTV and TVB
8 copyrighted programming by the Retransmission Service Defendants and by TVpad
9 customers.

10 20. Defendants are secondarily liable under the Copyright Act for inducing
11 the infringing acts committed by TVpad customers. Defendants distribute the
12 TVpad device, the TVpad Retransmission Service and the Infringing TVpad Apps
13 with the object of promoting and encouraging its use to infringe copyrighted
14 television programs, including but not limited to Plaintiffs' copyrighted works, and
15 such infringement has resulted and continues to result. Through their purposeful
16 conduct, Defendants knowingly and intentionally induce unauthorized public
17 performances by TVpad customers in the United States of copyrighted television
18 programs, including but not limited to Plaintiffs' copyrighted works, in violation of
19 Plaintiffs' exclusive rights under 17 U.S.C. § 106.

20 21. Defendants are also liable as contributory infringers for materially
21 contributing to, aiding, and assisting the infringing acts of TVpad customers.
22 Defendants have actual and constructive knowledge of specific infringing activity
23 carried out by TVpad customers. Through their distribution and promotion of the
24 TVpad Device, the TVpad Retransmission Service and the Infringing TVpad Apps,
25 with knowledge of specific acts of infringement, Defendants knowingly caused,
26 and/or otherwise materially contributed to, unauthorized public performances and
27 reproductions by TVpad customers in the United States of copyrighted television
28

1 programs, including but not limited to Plaintiffs' copyrighted works, in violation of
2 Plaintiffs' exclusive rights under 17 U.S.C. § 106.

3 22. CCTV brands its television broadcasting services and television
4 programming under the CCTV family of trademarks and service marks (collectively,
5 the "CCTV Marks"), which denote unique and high-quality television content. The
6 CCTV Marks include the word marks "CCTV" and "CCTV AMERICA" and the
7 stylized CCTV logo, all of which are used in conjunction with CCTV's television
8 broadcasting services, programming, and related entertainment services.

9 23. CCTV authorizes CICC to use the CCTV Marks in connection with its
10 distribution of CCTV programming in the United States.

11 24. CCTV's affiliate has applied to register the design mark "CCTV
12 AMERICA" with the U.S. Patent and Trademark Office, Application Serial
13 No. 86239098, in connection with, among other things, "[t]elevision broadcasting
14 services; streaming of audio, visual and audiovisual material via a global computer
15 network; transmission of news; transmission of sound, video and information."

16 25. Long before the acts of Defendants discussed herein, CCTV and CICC
17 adopted and began using the CCTV Marks in commerce in the United States in
18 connection with their television broadcasting services, programming, and related
19 entertainment services. CCTV and CICC have used and continue to use the CCTV
20 Marks in interstate commerce in the United States in connection with the advertising
21 and sale of their goods and services. The CCTV Marks have acquired secondary
22 meaning in that they have come to be associated by the trade and consuming public
23 exclusively with CCTV and its authorized affiliate, CICC, and have come to signify
24 CCTV as the source of authorized broadcasts and programs bearing the CCTV
25 Marks.

26 26. TVB brands its television broadcasting services and television
27 programming under the TVB family of trademarks and service marks, which denote
28 unique and high-quality television content. These trademarks and service marks

1 include the following: (a) the word mark JADE (U.S. Serial No. 76406416); (b) the
2 JADE logo (U.S. Serial No. 76445114 and U.S. Application Serial No. 86171201);
3 (c) the word mark TVB (U.S. Application Serial No. 86171162); and the Chinese-
4 language word mark for THE JADE CHANNEL (U.S. Serial No. 76407746)
5 (collectively, the “TVB Marks”). TVB uses the TVB Marks in conjunction with its
6 television broadcasting services, programming, and related entertainment services
7 throughout the world.

8 27. TVB authorizes TVB (USA) to use the TVB Marks in the United States
9 and to bring enforcement actions against the unauthorized use of the TVB Marks in
10 the United States. TVB (USA) uses the TVB Marks in connection with its
11 distribution of TVB programming in the United States.

12 28. Long before the acts of Defendants discussed herein, and starting in
13 1984, TVB (USA) adopted and began using the TVB Marks in commerce in the
14 United States in connection with its television broadcasting services, programming,
15 and related entertainment services. TVB (USA) has used and continues to use the
16 TVB Marks in interstate commerce in the United States in connection with the
17 advertising and sale of its goods and services. The TVB Marks have acquired
18 secondary meaning in that they have come to be associated by the trade and
19 consuming public exclusively with TVB and its authorized affiliate, TVB (USA), and
20 have come to signify TVB and TVB (USA) as the source of authorized broadcasts
21 and programs bearing the TVB Marks.

22 29. By using the CCTV and/or TVB Marks in connection with the
23 advertising, promotion, and sale of the TVpad Device, the Infringing TVpad Apps,
24 and the TVpad Retransmission Service, Defendants have caused and are likely to
25 cause confusion in the minds of consumers and to create a false impression in the
26 minds of consumers that Plaintiffs are affiliated, connected, or associated with
27 Defendants’ products and/or services, and/or that Plaintiffs sponsor or approve of
28 such products and/or services, in violation of 15 U.S.C. § 1125(a), common law

1 trademark infringement and unfair competition and California Business &
2 Professions Code § 17200, *et seq.*

3 **Permanent Injunction**

4 30. For purposes of this Permanent Injunction, the following definitions
5 shall apply:

- 6 a. "Plaintiffs' Copyrighted Programming" shall mean each of those
7 broadcast television programming works, or portions thereof,
8 whether now in existence or later created, in which the Plaintiffs, or
9 any of them (or any parent, subsidiary, or affiliate of any of the
10 Plaintiffs), owns or controls an exclusive right under the United
11 States Copyright Act, 17 U.S.C. §§ 101 *et seq.*, including without
12 limitation all copyrighted programs identified in **Exhibits A**
13 **through D** hereto;
- 14 b. "TVpad Device" shall mean the television set-top devices marketed
15 as TVpad3 and TVpad4, and any other set-top devices that offer for
16 download or allow use of the Infringing TVpad Apps (as defined in
17 Paragraph 30(e) hereinbelow);
- 18 c. "TVpad Store" shall mean any combination of software and/or
19 services whereby users can select and download software
20 applications onto the TVpad Device;
- 21 d. "TVpad Apps" shall mean software applications and associated
22 services that are designed for use on the TVpad Device and available
23 for download through the TVpad Store;
- 24 e. "Infringing TVpad Apps" shall mean any TVpad App or similar
25 application whereby Plaintiffs' Copyrighted Programming is
26 publicly performed without authorization by transmission to
27 members of the public, including but not limited to the TVpad Apps
28 identified in **Exhibit E** hereto;

- 1 f. "Comparable System" shall mean any device, data transmission
2 service or application that provides users unauthorized access to
3 Plaintiffs' Copyrighted Programming, using any peer-to-peer or
4 internet-based transmission, file sharing or content delivery
5 technology;
- 6 g. "CCTV Marks" shall mean the word marks "CCTV" and "CCTV
7 AMERICA", the stylized CCTV logo, and the design mark "CCTV
8 AMERICA" registered with the U.S. Patent and Trademark Office,
9 Application Serial No. 86239098; and
- 10 h. "TVB Marks" shall mean (a) the word mark JADE (U.S. Serial No.
11 76406416); (b) the JADE logo (U.S. Serial No. 76445114 and U.S.
12 Application Serial No. 86171201); (c) the word mark TVB (U.S.
13 Application Serial No. 86171162); and the Chinese-language word
14 mark for THE JADE CHANNEL (U.S. Serial No. 76407746).

15 31. Defendants, and all of their parents, subsidiaries, affiliates, officers,
16 agents, servants, employees, and those persons or entities acting in active concert or
17 participation with them who receive actual notice of this Order (collectively, the
18 "Enjoined Parties") are permanently enjoined from engaging in any of the following
19 activities:

- 20 a. Transmitting, retransmitting, assisting in the transmission of,
21 requesting transmission of, streaming, hosting or providing
22 unauthorized access to, or otherwise publicly performing, directly or
23 indirectly, by means of any device or process, Plaintiffs'
24 Copyrighted Programming;
- 25 b. Authorizing, hosting, reproducing, downloading or otherwise
26 distributing the Infringing TVpad Apps, including without limitation
27 offering them in the TVpad Store, loading them onto any TVpad
28

- 1 Device or any Comparable System, or providing the Infringing
2 TVpad Apps to consumers on separate media;
- 3 c. Creating or providing assistance to others who wish to create an
4 Infringing TVpad App;
- 5 d. Advertising, displaying, marketing or otherwise promoting any of
6 the Infringing TVpad Apps, including without limitation publicly
7 displaying any of the Plaintiffs' Copyrighted Programming in
8 connection therewith or in connection with the TVpad Device or any
9 Comparable System;
- 10 e. Distributing, selling, advertising, marketing or promoting any
11 TVpad Device that contains, connects to, or offers for download any
12 Infringing TVpad App, or promotes any Infringing TVpad App
13 through the inclusion of icons for said Infringing TVpad App;
- 14 f. Distributing, selling, advertising, marketing or promoting any
15 Comparable System that contains, connects to, offers for download,
16 transmits, assists in the transmission of, streams, hosts, provides
17 access to, or otherwise publicly performs, directly or indirectly, by
18 means of any devise of process, Plaintiffs' Copyrighted
19 Programming without permission;
- 20 g. Offering access to or controlling servers that contain any of
21 Plaintiffs' Copyrighted Programming;
- 22 h. Assisting with end-user reproductions or transmissions of any of
23 Plaintiffs' Copyrighted Programming through a tracker server, or
24 any other server or software that assists users in locating, identifying
25 or obtaining reproductions or transmission of any of Plaintiffs'
26 Copyrighted Programming, including from other users offering
27 reproductions or transmissions of any of Plaintiffs' Copyrighted
28 Programming; and

- 1 i. Otherwise infringing Plaintiffs' rights in Plaintiffs' Copyrighted
2 Programming, whether directly, contributorily, vicariously or in any
3 other manner.

4 32. The Enjoined Parties shall further be immediately and permanently
5 enjoined from engaging in any activities having the object or effect of fostering
6 infringement of Plaintiffs' Copyrighted Programming, whether through the
7 Infringing TVpad Apps or otherwise, including without limitation engaging in any
8 of the following activities:

- 9 a. Advertising or promoting unauthorized access to or the availability
10 of Plaintiffs' Copyrighted Programming;
11 b. Encouraging or soliciting others to transmit or reproduce Plaintiffs'
12 Copyrighted Programming;
13 c. Encouraging or soliciting others to upload, post or index any files
14 that constitute, correspond, point or lead to any of Plaintiffs'
15 Copyrighted Programming;
16 d. Encouraging or soliciting others to offer transmission of Plaintiffs'
17 Copyrighted Programming;
18 e. Providing technical assistance, support services or servers to others
19 engaged in infringement of, or seeking to infringe, Plaintiffs'
20 Copyrighted Programming;
21 f. Creating, maintaining, highlighting or otherwise providing access to
22 lists or forums that include, refer to or signal the availability of
23 Plaintiffs' Copyrighted Programming;
24 g. Including references to Plaintiffs' Copyrighted Programming or the
25 Infringing TVpad Apps in promotional materials; and
26 h. Creating, maintaining or providing access to the Infringing TVpad
27 Apps.
28

1 33. The terms of Paragraphs 31 and 32 of this Permanent Injunction shall
2 not apply to any use by Defendants of Plaintiffs' Copyrighted Programming for
3 which Defendants have obtained express written authorization or license for such
4 use from each Plaintiff that owns or controls the rights to such Copyrighted
5 Programming, provided such authorization or license is in force and valid at the time
6 of Defendants' use of the Copyrighted Programming.

7 34. Defendants shall not enter into any agreement or transaction whatsoever
8 to sell, lease, license, assign, convey, distribute, loan, encumber, pledge or otherwise
9 transfer, whether or not for consideration or compensation, any part of the system,
10 software, source code, data file, other technology, domain names, trademarks,
11 brands, or files used in connection with the TVpad Device, Infringing TVpad Apps
12 or any Comparable System.

13 35. The Enjoined Parties shall identify all domain names owned, leased or
14 operated by any of the Enjoined Parties that are used in connection with the
15 activities enjoined under Paragraphs 31 and 32, above.

16 36. The Enjoined Parties are further hereby permanently enjoined from
17 engaging in any of the following activities:

- 18 a. Using the CCTV Marks or TVB Marks, or any other mark, design
19 reproduction, copy or symbol that is a colorable imitation thereof, or
20 confusingly similar thereto, in connection with broadcasting or
21 entertainment services, or related goods or services, not originating
22 from or authorized by Plaintiffs;
- 23 b. Using the CCTV or TVB Marks, or any other mark, design
24 reproduction, copy or symbol that is a colorable imitation thereof, in
25 any manner likely to cause confusion, to cause mistake, or to
26 deceive the consuming public;
- 27 c. Representing in any manner, or by any method whatsoever, that
28 goods and services provided by Defendants or by any other party are

1 licensed, sponsored, approved, authorized by, or originate from
2 Plaintiffs or otherwise taking any action likely to cause confusion,
3 mistake, or deception as to the origin, approval, sponsorship or
4 license of such goods or services;

5 d. Committing any acts calculated or likely to cause consumers to
6 believe that Defendants' products and services or the products and
7 services of any other party are authorized by Plaintiffs unless
8 Defendants receive express written authorization from Plaintiffs to
9 so state;

10 e. Infringing or diluting, whether directly or indirectly, the distinctive
11 quality of the CCTV Marks or the TVB Marks; and

12 f. Unfairly competing with Plaintiffs in any manner.

13 37. As the Court has personal jurisdiction over Defendants and has
14 concluded that the conduct of Defendants induces infringement of Plaintiffs'
15 Copyrighted Programming in the United States under the copyright laws of the
16 United States and infringes the CCTV Marks and TVB Marks under the trademark
17 laws of the United States, this Permanent Injunction enjoins the conduct of
18 Defendants wherever they may be found.

19 38. Service by mail upon Defendants, care of Liangzhong Zhou, at 7411 La
20 Bolsa Dr. Dallas TX 75248, of a copy of this Consent Judgment and Permanent
21 Injunction once entered by the Court is deemed sufficient notice to Defendants under
22 Federal Rule of Civil Procedure 65. It shall not be necessary for Defendants to sign
23 any form of acknowledgement of service.

24 39. This Permanent Injunction shall bind the Enjoined Parties. Defendants
25 shall provide a copy of this Permanent Injunction to their officers, agents, servants,
26 employees, attorneys, principals, shareholders, members, current and future
27 administrators or moderators of the any online forums associated with Defendants
28 and the TVpad Device or TVpad Apps, or Comparable System.

1 40. Violation of this Permanent Injunction shall expose Defendants and all
2 other persons bound by this Permanent Injunction to all applicable penalties,
3 including contempt of Court.

4 41. Within 14 days of the date the Court enters this Permanent Injunction,
5 Defendants shall file and serve a report in writing and under oath setting forth in
6 detail the manner and form with which Defendants have complied with the
7 Permanent Injunction, and all information required under Paragraph 35.

8 42. All other claims, defenses or counterclaims, either actually asserted in
9 this action or which could have been asserted in this action, by either party against
10 the other, are hereby dismissed with prejudice.

11 43. The parties shall bear their own attorneys' fees and costs.

12 IT IS SO ORDERED.

13
14 _____, 2015

Margaret M. Morrow
Judge of the United States District Court